

REMARKS

Applicant replies to the Office Action mailed on November 1, 2006, within the three-month period for reply. Claims 1-40 are pending in the application. No new matter is added by this Reply and support for all amendments is found in the originally-filed specification and drawings. Reconsideration is respectfully requested.

Applicants thank Examiners Gilligan and Cobanoglu for the courtesies extended during the Examiner interview on November 14, 2006 with Applicants' attorney and Guy James Labelle, the inventor. During the call, the Examiners agreed that Applicants' system appeared to have many unique features. Some of the exemplary unique features discussed include quoting from competing insurance companies which can all bind coverage, the host creating and distributing an electronic proof of coverage to the customer, the host analyzing the underwriting rules, the backend commissioning system, and issuance of an insurance policy over the Internet which provides coverage in a country other than the country where the customer resides. Many of these features are very important for travelers whom, for example, need quick auto insurance and a copy of proof of coverage when they are making a quick driving trip to Mexico. Many of the cited prior art systems require long delays, involvement by numerous companies and underwriters, or personal appearances before the customer may obtain a sufficient auto policy.

The Examiners also requested that the Applicants further clarify certain steps to indicate when the host system or the agent is involved in each step. Upon entry of the foregoing amendments, Applicants assert that the claims clearly identify the host or managing general agent involvement in the process.

The Examiner rejects claims 1-3, 6, 7, 10-16, 19-27, and 29-40 under 35 U.S.C. 103(a) as being unpatentable over the information available from the website of InsureMarket in view of Shavit et al., U.S. Patent No. 4,799,156 ("Shavit"), Hele et al., Pub. No. 2002/0111835 ("Hele"), and information from the websites of Progressive and Amexinsurance. Applicants respectfully traverse this rejection.

The Examiner combines multiple references and asserts that many of the claim elements are known in the art or inherent. Applicants respectfully disagree with the Examiner's broad generalizations of such features because Applicants assert that Applicants invention includes a very unique combination of many features. In other words, some of the functions may be well known functions, but again, such functions have never been combined in such a unique online system. "Inherency may not be established by probabilities or possibilities. The mere fact that

a certain thing *may* result from a given set of circumstances is not sufficient. [citations omitted.] If, however, the disclosure is sufficient to show that the natural result from the operation as taught would result in the performance of the questioned function, it seems to be well settled that the disclosure should be regarded as sufficient.” (quoting *In re Oelrich*, 666 F.2d 578, 581 (CCPA 1981)). Accordingly, Applicants respectfully assert that Applicants’ Remarks in the previous reply have not been adequately addressed in light of the above.

The Examiner initially cites to Shavit as a reference that utilizes an agent and agent website for selling insurance policies. Applicants respectfully disagree. Shavit merely discloses that an agent may be used to communicate directly with the system. Shavit does not disclose or suggest an agent or agent website which provides customer desired insurance requests to a host, wherein the host obtains rates from various competing insurance companies, then the host provides the quotes and accepts payments directly from the customer without involvement by the agent or insurance company.

The Examiner also refers to the Progressive website which provides multiple quotes from multiple insurance companies. However, a significant difference between progressive and the presently claimed invention is that the presently claimed invention provides the ability to bind coverage and receive policies from all quoted insurance companies. In contrast, Progressive can only bind coverage from one company, namely Progressive (i.e., itself). As such, neither Progressive, nor any of other cited references, alone or in combination disclose or teach at least “wherein the plurality of competing insurance companies are required to bind coverage and provide the insurance policies based on the provided insurance rates to the customer when the insurance policy is selected by the customer,” as set forth in independent claims 1, 15, 23, and 26.

The Examiner further asserts that providing policies with “coverage in a country other than the one in which customer resides” is well-known in the art and the Examiner provides the example of the Amexinsurance.com website. Applicants agree that coverage for other countries existed prior to the presently claimed invention; however, no one previously offered such other country policies via an online website, and more particularly, no one offered such other country policies via an online website which includes the features of the presently claimed invention. More significantly, the Amexinsurance.com website is a customer of the Applicants’ company and utilizes the presently claimed invention therein because the originally cited

Amexinsurance.com website from 3/9/00 was merely an online quotation system that did not include many of the unique features of the presently claimed invention.

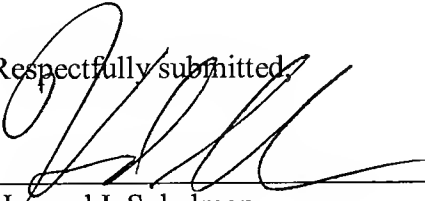
Claims 2-3, 6, 7, 10-14, 16, 19-22, 24-25, 27 and 29-40 variously depend from independent claims 1, 15, 23 and 26 and include all elements thereof. As such, Applicants assert that Claims 2-3, 6, 7, 10-14, 16, 19-22, 24-25, 27 and 29-40 are differentiated from the cited references for the same reasons as set forth above, as well as in view of their own respective features.

The Examiner next rejects claims 4-5, 8-9, 17-18 and 28 under 35 U.S.C. 103(a) as being unpatentable over the information available from InsureMarket, Shavit, Hele, Progressive, Amexinsurance and further in view of Freedman, Pub. No. 2002/0002475 ("Freedman"). Applicants respectfully traverse this rejection.

Claims 4-5, 8-9, 17-18 and 28 variously depend from independent claims 1, 15, 23 and 26 and include all elements thereof. As such, Applicants assert that Claims 4-5, 8-9, 17-18 and 28 are differentiated from the cited references for the same reasons as set forth above, as well as in view of their own respective features.

In view of the foregoing, Applicants respectfully submit that the pending claims are allowable over the prior art of record. Accordingly, Applicants respectfully request allowance of all pending claims. Should the Examiner wish to further discuss any of the above in greater detail or deem that further amendments should be made to improve the form of the claims, the Examiner is invited to telephone the undersigned. This reply is believed to be timely. However, if an extension of time is required, or if any other fee is required (other than an issue fee), please consider this to be a petition therefore and deduct any necessary fees from Deposit Account 19-2814.

Respectfully submitted,


Howard I. Sobelman
Reg. No. 39,038

Dated: November 15, 2006

SNELL & WILMER L.L.P.
400 E. Van Buren
One Arizona Center
Phoenix, Arizona 85004
Phone: 602-382-6228
Fax: 602-382-6070
Email: hsobelman@swlaw.com